

THE WILL CASE.

Wm. Woodburn's Argument.

REVIEWING THE TESTIMONY
FOR THE PETITIONERS.

THE ANONYMOUS LET-
TER PRONOUNCED
GENUINE.

"An Infamous and Con-
temptible Attempt to
Break Up a Family."

HOW MRS. FRAME SET HER
TRAP FOR THE ESTATE,

And after the Capture, tried to
Cinch the Natural Heirs.

THE COURT RULES AGAINST
THE PETITIONERS ON
THE CODICIL.

But calls for Authorities on the
Phase of Undue Influence.

The Stevenson will case was
called on Friday morning at 11:15.
In the District Court-room.

It was admitted by the contest-
ants that in will cases the propo-
nant has the opening and closing
speeches.

MR. COFFIN'S ARGUMENT.

Mr. Coffin for the defendant, ad-
dressed the Court on the three
principal grounds, whereon the will
was contested. The first ground,
that of informality in the drawing
of the will had been abandoned by
the contestants. Regarding the ex-
istence of a codicil which was
claimed to have been destroyed,
he thought that also should be
abandoned as the testimony taken
in Carson was all a tempest in a
tea-pot.

Mr. Lowe the attorney who
drafted the will had testified that
it was his custom to place mucl-
lage in documents although he did
not remember having done so on
that occasion but it was his usual
custom to do so.

The photographer who after-
ward handled the will testified that
he pulled it apart which he con-
sidered settled the codical ques-
tion and he would drop that sub-
ject as it had evaporated into the
air.

The only thing left was the
question of undue influence. The
testimony on this subject had come
from interested parties who had
something to gain. He asked the
Court to exclude all the hearsay
testimony on the subject as it
had no bearing on the case.

No one ever heard Mrs. Stev-
enson exercise an undue in-
fluence over her husband.

He held that the testimony
relative to conversation with the
deceased should be excluded as it
could not be refuted by one party
to the conversation as he was dead.

The attorney quoted authori-
ties on this section, and held that
it was boyish to talk of setting
aside a will because Mrs. Stev-
enson had said something about
milking Stevenson's cow for the
benefit of Stevenson's boys, when
she was sputtering around in Gold
Hill, one day when she was hot.

In none of the testimony was there
anything to show that the accused
had any influence over him when he
was in the act of making the will,
although she might have influenced
him prior to that.

When the will was executed she
was not present, she seems to have
fallen out of sight altogether
and he executed it with his law-
yers and kept it in his box locked
up for six years and on his death-
bed he said it was his will.

Through a series of years he had
it steadily in view to make the will
as he did and he was a man who
could not be turned from his pur-
pose, instead of Mrs. Stevenson
exercising influence over him it

was just the other way.
He even influenced her to do a
thing which a lady should not have
done, in causing her to make a
copy of an anonymous letter.

He did not propose to cast re-
flections on Gov. Stevenson. It
was the custom in Gold Hill years
ago to do a good many things which
ought not to have been done and
he asked the Court to rule the an-
onymous letter out entirely and
not have such a remote circum-
stance dragged in.

The evidence was in his opinion
that Mr. Stevenson allowed his wife
to control him in small affairs, but
in business affairs of weight he
did not allow this interference.

He considered that the proof
all went to show that the will was
the testator's deliberate act.

MR. WOODBURN'S ARGUMENT.

Before the opening of Mr. Wood-
burn's speech the question of the
admissable of the anonymous let-
ter as evidence came up.

The Court had ruled that it was
only admissable if a conspiracy
could be proven by it.

The Court stated that it would
hear arguments on that proposi-
tion and rule during the argument.

If the court please in presenting
to you this case. I do not here
purpose to reflect on the testimony
of any witness unless duty to my
client as well as myself demand
that it should be justly criticised.

Mr. Coffin, who represents the
proponent, says that the only issue
tendered by the contestants that is
worthy of notice is that of undue
influence; and he cites some au-
thorities to show that under that
issue the declaration of the testator
prior to the execution of the will is
incompetent for any purpose.

If you will examine the authori-
ties before you decide on this ques-
tion you will find that every case
which the authorities have refer-
ence to is upon the consideration
of a contract.

Undue influence—I undertake to
say that there is not a case to
be found but what would be uni-
form in proposition that the de-
clarations of the testator, up to the
time of the execution of the will,
are always admissable for the
purpose of showing the character
of the testator's mind toward
those who should naturally be the
recipients of his bounty. You will
find also that the party who keeps
the bulk of the property under
an unnatural will, that all de-
claration towards the sons of the
testator are admissable evidence.
And some of the authorities go this
far that the declaration of the
testator subsequent to the execu-
tion of the will, under an issue of
that character are admissable. If
this is correct no issue of undue
influence would even be made
in a will contest in a court of Jus-
tice. Undue influence is a fraud
perpetrated in secret and in dark-
ness; unfolded by circumstances,
and proved by circumstantial evi-
dence. The party does not go out
on the public highway, or make
exhibition in the presence of stran-
gers.

I find that the modern authori-
ties, while they admit that there is
a legal definition of undue influ-
ence, are not definitely set as to the
limits that bind it; they say that
what may be undue influence in
one case must stand or fall upon
the peculiar fact and circumstances
surrounding it. (Here stated that he
did not think there was any more
clear or strong definition of undue
influence than is laid down by the
court in the case of—reads extract.)

I do not find any conflict of au-
thorities in those cases, and I have
looked all through the library for
a case that would convince any-
body that the declarations of
the testator prior to the execution
of the will are not admissable under
undue influence.

If the authorities are correct the
first inquiry, and the most likely
is, "What are the provisions of
the will?"

THE UNNATURAL WILL.

In the fall of 1885 and under the
evidence of that period, C. C. Stev-
enson was claimed to be worth
half a million dollars; he refused
four hundred thousand dollars
for a piece of property in South-
ern California, besides he had
eleven thousand shares in Ken-

Continued on 3rd page.

G. T. DAVIS

Is just opening a large stock of

Fancy and Staple Groceries

NEW YORK CREAM **CHEESE** IMPORTED
SWISS IMPORTED EDAM

Sugars and Syrups, Sooje and all Breakfast Cereals,
Sugar-cured Boneless Breakfast Bacon,
Sweetest of Lard.

Smoked Beef, Bologna Sausage, Corn-fed Pickled Pig
Pork. Liverpool Salt.

ALFALFA, **SEEDS** TIMOTHY
and CLOVER at LOWEST Prices

Black and Giant Powder and California Lime. Best
Blacksmiths' Coal.

Wagon calls for orders and delivers goods promptly.
jl

A. BERGMAN'S,

ANNOUNCEMENT

NEXT.

1861. 1890

E. B. RAIL,

Carson, Nev. Nevada

.....IMPORTER AND DEALER IN.....

Hardware and Agricultural Implements

The Old Reliable House, where you can get Every
thing you Want, and at Prices that will
Make You Happy.

Hardware and shelf goods, windows, doors, blinds, crockery, glass
ware, lamps and fixtures, table and pocket cutlery, stoves,
tinware, redwood shingles, laths, chinaware, chandeliers,
bar fixtures, fancy goods, silver and plated goods,
nickel and plain agate ware plain and stamped
tinware, guns, pistols, powder, shot, cart-
ridges, etc., bird cages, baskets, wood
and willow ware, paints, oils, white
lead, paint—fancy colors, var-
nish, paint brushes and
brooms, castor oil and
turpentine, fluid,

Benzine, coal oil, iron, steel, stone coal, twine, cord and wire
plows, reapers, mowers, binders, rakes, threshers, gas and
water pipe, etc., sheet iron, galvanized wire, wagons,
buggies, carts and buckboards, painted fence wire,
galvanized fence wire, blasting powder, wedges
and sledges, pumps, hose and faucets, belt-
ing and rubber goods.

AGENT FOR—Champion machines, Buckeye and other ma-
chines, Oliver's Chilled Plows and other plows, Eureka Hose, Buck
stoves, Medallion and Model Ranges, Heath & Milligan Paints,
Planet Jr. Horse Hoes, Cultivators and Seeders, and many other
goods in my line. Will fill all special orders at low prices. Tin-
ners and plumbers constantly on hand to do work on short
notice.

Prepare yourself for a hard

GOLD - WINTER

—AT—

Joe Platt's

You will find the wherewith in the
shape of

VICUNNE,
STANDARD RED,
and EL MONTE

BLANKETS

And an endless variety of

Men's and Boys' ALL WOOL SUITS,

Undergoods, Jersey Jackets,

Hats and Caps

From the Best Manufacturers. No
trouble to show goods. Come one,
come all, next to Well's Fargo.

NOTICE TO CREDITORS.

Notice is hereby given by the under-
signed, Executor of the Estate of George
Tufty, deceased, to the creditors of, and
all persons having claims against, the
said deceased, to exhibit them, with the
necessary vouchers, within Four
months after publication of this notice,
to the said Executor, at his place of busi-
ness at the State Capitol in Carson City,
Ormsby County, Nevada.
Dated, April 3rd, 1891.

G. W. RICHARD,
Executor of the Estate of Geo. Tufty, De-
ceased.
James D. Torreyson, Attorney for Estate.

SEALED PROPOSALS.

FOR PAINTING THE STATE
Orphans' Home Buildings.
The Board of Directors of the State Or-
phans' Home will receive Sealed Propo-
sals up to 12 o'clock P. M. April 6th 1891, for
painting the roof and outside walls of
the Industrial School Building, and the
Orphans' Home Building. The roofs to
be painted one coat, with best fire-proof
paint and the outside wall two coats,
with best white lead—the window cas-
ings, corner boards, cornices etc., with
some darker color, or shade.
By order of the Board,
O. W. RICHARD,
Secretary.

MILLER & CO.

Furniture of Latest Designs.

Bedroom Sets from \$40 up.

Mattresses from \$3 25 to \$40.

Dining Tables from \$1 25 up.

Bedroom & Parlor Sets to Order.

Upholstering a Specialty.

We carry mostly Oak Goods, and a Complete Line of
Household Furniture. Opposite Postoffice. m26

NEVADA TREES

It is a conceded fact that to make a success of tree
culture in Nevada you must plant NEVADA STOCK.

The Washoe Nurseries,

— AT —

RENO, - Nevada,

Are prepared to furnish all varieties of

Fruit, Shade and Ornamental Trees, Shrubs, Plants, Etc.

At REASONABLE PRICES. For further particulars
address
m25 R. P. M. KELLY,
P. O. Box 1, Reno, Nevada.

UHL & LEONHARD, EAGLE MARKET.



Successors to Chas. Green.

Beef, Lamb, Mutton, Veal, Sausage, Etc
Opposite Bullion & Exchange Bank, Main Street

THE BULLION AND EXCHANGE BANK

CARSON CITY, NEV.
Surplus.....\$25,000
Fully Paid up.....\$100,000

DIRECTORS.

Jacob Klein.....President.
Evan Williams.....Vice-President.
Trenmor Coffin.
T. R. Hefer, Sec. and Cashier.

Receive Deposits and Transact a
General Banking Business.

Mining Stocks Bought and
Sold.

BULLION BOUQUET

Bullion and Ore Assays Made.

A General Insurance Agency
iso connected with the Bank.

ANTHONY DIAS,

SUCCESSOR TO
KEYSER & ELKOD.

Hay, Bran, Grain and Wood

AT REDUCED RATES.
FEED & STABLING
With extra care, and box stalls for
horses

Parties will do well to enquire
my prices before going elsewhere.
Seed rye for sale at 2 cents per
pound. d14

FOR SALE.

A RANCH OF EIGHTY ACRES,
2 1/2 miles from Carson, near Lake
View.
Has 200 fruit trees, with good irriga-
tion. Several of the trees are 18 years
old and doing well.
Also 5 acres of alfalfa. The best fruit
land in the State and free from frost.

Apply of Samuel Combs, or at this
office. m25w



Fine - Haircutting,

AND SHAVING,

By Galiano & Benenato, opposite
the Government Building. The
above style a specialty. j18

Dissolution of Copartnership.

Notice is hereby given that the co-
partnership heretofore existing between
the undersigned, under the firm name
of Jellerson & Martel, is dissolved by
mutual consent. All bills due the firm
can be paid to either party.
Signed— F. S. JELLESON, and
E. MARTEL.
By Euclide Martel. d14

Matzos.

Those wishing Matzos or Pass
over bread, will please leave their
order with A. Jacobs before April
1st. m7tf